

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

NINETY-FIVE MADISON COMPANY, L.P.

Debtor.

Chapter 11

Case No. 21-10529 (DSJ)

DECLARATION OF JORDAN REISCH

Re: ECF [#420](#)

Jordan Reisch declares:

1. I am an attorney with the law firm Amini LLC, counsel for Branton Realty Services LLC (“Branton”) in the contested matter initiated by its fee application and submit this declaration to document the expenses Branton incurred as broker during the course of its engagement, and the fees and expenses incurred in seeking to enforce its agreement with the debtor.

2. Branton Expenses. In connection with its engagement, Branton incurred expenses for website hosting of the due diligence materials and offering memorandum, in the aggregate amount of \$3,600. A true and correct copy of the corresponding RCM invoices dated October 16, 2023 and March 7, 2024 are attached hereto as Exhibit A. Branton also incurred attorneys’ fees to Joshua Stein PLLC for negotiating the debtor’s engagement of its tax advisor, in the amount of \$3,000 for the period June through July 2023. A true and correct copy of the corresponding invoice is attached as Exhibit B.

3. Attorneys’ Fees and Expenses Incurred in Seeking to Enforce Agreement. In seeking to enforce its agreement with the Debtor, Branton incurred attorneys’ fees and expenses as follows:

- \$30,224 in fees and expenses were incurred to Joshua Stein PLLC for services rendered February 5, 2024-September 5, 2024. A true and correct copy of the corresponding invoices are attached as Exhibit C.
- \$56,162.21 in fees and expenses were incurred to Loeb & Loeb LLP and Manatt, Phelps & Phillips, LLP for services rendered February 29, 2024-July

30, 2024. A true and correct copy of the corresponding invoices are attached as Exhibit D.

- \$470,525.91 in fees and expenses and were incurred to Amini LLC for services rendered July 7, 2024-March 31, 2025. A true and correct copy of the corresponding invoices are attached as Exhibit E.

4. The above attorneys' fees and expenses are being sought pursuant to the Decision on Application of Branton Realty Services LLC for Compensation and Reimbursement of Expenses. (ECF #420 at 40.)

5. Prior to July 2024, Branton had retained Joshua Stein, a real estate attorney with Joshua Stein PLLC, and Schuyler G. Carroll, a bankruptcy attorney with Loeb & Loeb LLP and subsequently Manatt, Phelps & Phillips, LLP. Once it became clear that the matter would need to be resolved following discovery and a contested evidentiary hearing, Branton retained Amini LLC to litigate and ended its engagement of Mr. Carroll. (ECF #366).

6. As reflected in Amini's invoices, the matter was staffed leanly. The vast majority of the work was performed by me, a 2017 Harvard Law School graduate who joined Amini LLC in July 2024 following nearly seven years at Willkie Farr & Gallagher LLP. I was supervised by Bijan Amini, the firm's founder and a senior litigator with over thirty years trial experience in complex commercial litigation and assisted by Amini's paraprofessional staff.

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed this 2nd day of April, 2025.

/s/ Jordan Reisch